

REMARKS

Applicants are in receipt of the Office Action mailed March 29, 2004. Claims 1-30 remain pending in the application. Reconsideration is respectfully requested in light of the following remarks.

Section 102(b) Rejection:

The Office Action rejected claims 1-3, 7-13, 17-23 and 27-30 under 35 U.S.C. § 102(b) as being anticipated by Rosenberg, et al. (European Patent 0892530) (hereinafter "Rosenberg"). As set forth in more detail below, Applicants respectfully traverse the rejection as to the currently pending claims.

Regarding claim 1, Applicants disagree with the Examiner's interpretation of Rosenberg and assert that Rosenberg fails to teach a method comprising a client reading an advertisement from a space, wherein the space comprises a network-addressable storage location, wherein the advertisement comprises a Uniform Resource Identifier (URI) and a schema, wherein the URI specifies a network address at which a service may be accessed, and wherein the schema specifies one or more messages usable to invoke one or more functions of the service.

Rosenberg teaches a method for a client to locate a particular service from a service provider on wide area computer networks. Specifically, Rosenberg teaches that a client queries a directory agent to locate a Service Broker that has stored an advertisement for a desired service. The client then queries the Broker to obtain the address of the particular service (Rosenberg, abstract, column 2, lines 31-51). However, Rosenberg does not teach that a service advertisement includes a schema that specifies one or more messages usable to invoke one or more functions of the service.

Further regarding claim 1, applicants assert that Rosenberg also fails to teach the client sending a first message to the service at the URI, wherein the first message is

specified in the schema. The Examiner contends that under Rosenberg a “client can respond to the criteria set forth in the schema to the service broker which processes the request.” However, applicants submit that the Examiner’s cited passage does not include any reference or teaching to a schema. In fact, applicants can find no reference or suggestion anywhere in Rosenberg for such a schema. Rosenberg clearly does not teach a client sending a message specified in a schema obtained from an advertisement.

Applicants remind the Examiner that for a rejection under section 102, the identical invention must be shown in as complete detail as is contained in the claims. Anticipation requires the presence in a single prior art reference disclosure of each and every element of the claimed invention, arranged as in the claim (M.P.E.P § 2131). Claim 1 is clearly not anticipated by Rosenberg.

In light of the above remarks, applicants assert that the rejection of claim 1 is not supported by the cited art and withdrawal of the rejection is respectfully requested. Similar remarks as discussed above in regard to claim 1 apply to claims 11 and 21.

Regarding claim 2, the Examiner states, “Rosenberg discloses the service sending a second message to the client in response to the client sending the first message to the service, wherein the second message is specified in the schema.” Applicants disagree with the Examiner’s characterization of Rosenberg.

As described above regarding claim 1, Rosenberg clearly fails to teach that a service advertisement includes a schema specifying one or more messages usable to invoke one or more functions of the service. Without such a schema, applicants fail to see how Rosenberg can disclose a service sending a message to a client wherein the message is specified in such a schema. The Examiner refers to step 7 in Fig. 7 and col. 7, lines 1-21 of Rosenberg. This portion of Rosenberg refers to the directory agent returning a broker address to the client. Applicants fail to see how this has any relevance to claim 2. The communication from the broker agent is not a message from the service

whose URI is provided in the advertisement. Nor is it a message specified in a schema provided in the advertisement.

Thus, in light of the above remarks, applicants assert that the rejection of claim 2 is not supported by the cited art and withdrawal of the rejection is respectfully requested. Similar remarks as discussed above in regard to claim 2 apply to claims 12 and 22.

Regarding claim 10, applicants disagree with the Examiner's interpretation of Rosenberg and submit that Rosenberg does not teach a client using the URI and the schema in the advertisement to construct a gate for access to the service. Firstly, as described above, Rosenberg fails to teach a schema specifying one or more messages usable to invoke one or more functions of the service. Hence, Rosenberg cannot teach a client using such a schema to construct a gate for access to the service. Secondly, applicants can find no reference or teaching in Rosenberg regarding constructing a gate for access to a service. The Examiner contends that under Rosenberg a client sends a "message which creates a gate between the client and the broker for communication of the services." Applicants disagree with the Examiner's interpretation of Rosenberg and further submit that the Examiner's cited passage includes no mention of constructing such a gate.

In light of the above remarks, applicants assert that the rejection of claim 10 is not supported by the cited art and withdrawal of the rejection is respectfully requested. Similar remarks as discussed above in regard to claim 10 apply to claims 20 and 30.

Section 103(a) Rejection:

The Office Action rejected claims 4-6, 14-16 and 24-26 under 35 U.S.C. § 103(a) as being unpatentable over Rosenberg in view of Brown et al. (U.S. Patent 6,658,415) (hereinafter "Brown"). These claims are patentable for at least the reasons given above in regard to their respective independent claims.

Furthermore, in regard to claim 4, the Examiner argues that Rosenberg teaches all limitations of claim 1, but fails to disclose the schema is expressed in a data representation language. Applicants disagree. Rosenberg teaches a service broker system wherein clients contact service brokers to obtain communication addresses for desired services. As shown above regarding the § 102(b) rejection, Rosenberg in fact fails to anticipate independent claim 1. Specifically, Rosenberg fails to teach wherein a service advertisement includes a schema that specifies one or more messages usable to invoke one or more functions of the service.

Brown teaches a system for electronically monitoring and managing user access to online content via a universally accessible database (Brown, column 2, lines 20-29). The examiner states, "Brown discloses expressing data transfer file, such as document type definitions, as well as schema expressions in XML." However, Brown teaches that a schema is "utilized to validate XML data files" and "would verify that all the data required for authority designated access is included in the XML data file." (Brown, column 5, lines 11-24). Thus, even though Brown is teaching the use of a schema, he teaches using such a schema to validate the contents of data files. Brown has nothing to do with a schema that specifies one or more messages usable to invoke one or more functions of a service.

Applicants can find no hint or teaching in Rosenberg or Brown, either alone or in combination, that suggests using a schema as part of a service advertisement, wherein the schema specifies one or more messages that a client may send to a service to invoke one or more functions of the service. Nor do Rosenberg and Brown, either alone or in combination, teach that this type of schema be expressed in a data representation language.

Additionally, one of ordinary skill in the art would have no reason to combine the teachings of Rosenberg and Brown. Under the teachings of Rosenberg and Brown there would be no reason to modify the service broker system of Rosenberg by adding the data file validation use of schemas as taught by Brown. Rosenberg does not mention anything

about data file validation and applicants can find no teaching in Rosenberg regarding the transfer of data files needing validation. Therefore, one of ordinary skill in the art would have no reason to apply the teaching of Brown to those of Rosenberg.

The service broker system of Rosenberg and the online content access monitoring system of Brown are completely different types of systems. Even if the teachings of these references were combined, the resultant system would still use a schema only for data validation, and not for specifying one or more messages that a client may send to a service to invoke one or more functions of a service.

Applicants also assert that numerous other ones of the dependent claims recite further distinctions over the cited art. However, since the independent claims have been shown to be patentably distinct, a further discussion of the dependent claims is not necessary at this time.

CONCLUSION

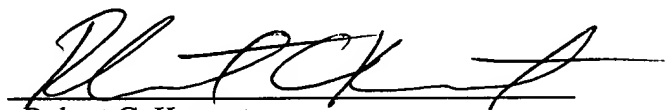
Applicants submit the application is in condition for allowance, and notice to that effect is respectfully requested.

If any extension of time (under 37 C.F.R. § 1.136) is necessary to prevent the above referenced application from becoming abandoned, Applicants hereby petition for such extension. If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5181-64900/RCK.

Also enclosed herewith are the following items:

- ☒ Return Receipt Postcard
- ☐ Petition for Extension of Time
- ☐ Notice of Change of Address
- ☐ Fee Authorization Form authorizing a deposit account debit in the amount of \$
for fees ().
- ☐ Other:

Respectfully submitted,



Robert C. Kowert
Reg. No. 39,255
ATTORNEY FOR APPLICANT(S)

Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C.
P.O. Box 398
Austin, TX 78767-0398
Phone: (512) 853-8850

Date: June 29, 2004